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NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)		31 JUL 1969
REQUISITION OR OTHER PURCHASE AUTHORITY	CONTRACT/TASK ORDER NO.	
55-5802-70		
ISSUING OFFICE		
NAME	ADDRESS	
	Post Office Box 8274 Southwest Post Office Washington, D.C. 20024	
CONTRACTOR		
NAME	ADDRESS	
CONTRACT FOR	AMOUNT	
Repairs and Services		
APPROPRIATION AND OTHER ADMINISTRATIVE DATA		
Defense Order Rating D0-C9 Miscellaneous Certified under DMS Regulation No. 1 Certification of the assigned D0 rating on this Contract shall be as follows: U. S. Government Classified Contract No. [REDACTED] Use of this D0 rating is mandatory on all subcontracts and purchase orders over \$500.00.		
This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made. This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an <input type="checkbox"/> Individual, <input type="checkbox"/> Partnership, <input type="checkbox"/> Corporation, incorporated in the State of _____, hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. Sections 1424A and 1424F Apply. The Contractor represents (a) that it <input type="checkbox"/> is, <input type="checkbox"/> is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it <input type="checkbox"/> has, <input type="checkbox"/> has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder <input type="checkbox"/> will, <input type="checkbox"/> will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.		
IN WITNESS WHEREOF, the parties hereto have executed this contract as of 1 July 1969.		
SIGNATURES (Type or print all names under all signatures)		
CONTRACTOR	THE UNITED STATES OF AMERICA	
BY	[REDACTED]	
	TRACTING OFFICER	
WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)		

NOTICE

GROUP 1
Excluded from automatic
downgrading and
declassification

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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FORM 12-68 1398 BACK

When Filled In

(12)

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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ARTICLE I. SCOPE OF WORK:

The Contractor shall furnish, on a quick reaction basis, services, materials, parts, etc., as may be required by the Government hereunder. The general nature of this work will include repairs and modifications to existing equipment and engineering services. The services and materials to be furnished by the Contractor shall be set forth in Work Orders as may be issued hereunder and signed by the Contracting Officer or his duly authorized representative. Work Orders to be issued hereunder shall be limited to those requirements of the Government which are: (1) required to be furnished within a reasonable short period of time; and (2) of important but limited scope.

The Work Order will be in format as per attachment which is incorporated herein and made a part hereof.

The services and materials to be furnished will, in general, be under the technical direction of the Technical Representative of the Contracting Officer. It is anticipated that services and materials of the type contemplated under this Contract shall be required, from time to time, on an urgent basis. In such event, the Contractor shall proceed upon the verbal advance authorization, the Contractor shall submit (unless previously submitted) a brief technical proposal describing the services and/or materials to be furnished and a breakdown of the costs estimated therefor. After negotiations have been conducted, the verbal authorization granted shall be promptly confirmed in writing by the Contracting Officer by the issuance of a Work Order. An authorization granted by the technical representative of the Contracting Officer or the Work Order per se shall not, however, alter the basic terms of, increase the scope of, or obligate additional funds to this Contract, as any such amendments are to be made by the Contracting Officer and the Contractor by a bilaterally executed Supplemental Agreement to this Contract.

ARTICLE II. WORK ORDERS:

Work Orders, as may be issued hereunder to the Contractor, shall be consecutively numbered, dated and signed by the Contracting Officer and shall contain the following, among other provisions: (1) a reference to the Contract; (2) technical instructions for performance of the work authorized, description wherever appropriate, a reference to applicable plans and specifications; (3) an estimate of the cost; (4) packing, packaging, and marking requirements, if any; (5) inspection, delivery and acceptance requirements as applicable; and (6) the property, if any, to be furnished by the Government and the date such property is to be delivered to the Contractor.

ARTICLE III. PERIOD OF PERFORMANCE:

Under this Contract, the Contractor shall furnish services and

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materials as may be required and set forth in Work Orders issued hereunder during the period 1 July 1969 through 30 June 1970.

ARTICLE IV. FUNDS ALLOCATED:

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For the purposes of this Contract a total sum of [] has been allocated for the performance of work as may be called for by the Government hereunder and the Contractor shall not be obligated to incur, nor shall the Government be obligated to pay the Contractor, any amount or amounts in excess thereof, unless and until the Contracting Officer shall have notified the Contractor in writing that the total funds allocated have been increased. Such notification shall be in the form of a Supplemental Agreement to this Contract.

ARTICLE V. COMPENSATION:

Contractor shall be compensated as follows pursuant to Article 5, Section F, Time and Materials Provisions, of the Contract for services and materials furnished under each Work Order issued:

(a) Category:

Senior Designer
Design Engineer
Junior Designer
Draftsman
Quality Control
Instrument Maker
Machinist: Class I
 Class II
Welder
Sheet Metal Worker
Assembler
Painter

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(b) Materials:

Any materials furnished by the Contractor at the request of the Technical Representative of the Contracting Officer shall be at net cost to the Contractor excluding profit.

ARTICLE VI. TRAVEL:

Travel expenses shall be reimbursed as follows:

- (a) Necessary travel expenses actually incurred by employees of the Contractor in performance of work under this Contract. Less than first class accommodations will be used when available.

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<div style="border: 1px solid black; padding: 10px;"> <p>(b) Subsistence expenses actually incurred by employees of the Contractor while in a travel status under this Contract shall be reimbursed at a rate not to exceed TWENTY DOLLARS AND NO CENTS (\$20.00) per day.</p> <p>(c) Travel by automobile for required travel of employees of the Contractor under this Contract shall be reimbursed at a rate not to exceed TEN CENTS (\$.10) per mile and such reimbursement shall be considered in lieu of the actual cost of such travel.</p> <p><u>ARTICLE VII. SECURITY REQUIREMENTS:</u></p> <p>The association of the Sponsor with the work being performed hereunder is classified CONFIDENTIAL. This classified information shall be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information. Correspondence originated by the Contractor and/or data to be submitted, the contents of which contain classified information or refer to the name and/or address of the Contracting Officer, shall be stamped by you with the classification of CONFIDENTIAL.</p> <p>In the event any item or work to be performed hereunder is intrinsically security classified it will be so stated along with any special instructions for handling in the applicable Work Order.</p> </div>		

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PROCEDURE FOR ISSUANCE OF WORK ORDERS

The purpose and intent of the Work Order type Task Order is to provide a quick reaction capability under which urgent work assignments of limited but important scope may be placed with and completed by the Contractor within the shortest reasonable time and with a minimum of paperwork. To this end the following procedure is prescribed:

A. The responsible requisitioning authority will provide the Contracting Officer with the names of technical representatives who are to be authorized to place Work Orders directly with the Contractor. In the interests of proper coordination of requirements and funds allotted to the Task Order, the number of technical representatives authorized to act on any single Task Order should be limited. The Contracting Officer reserves the right to limit or reduce the number of authorized representatives.

B. The Contracting Officer will advise the Contractor of those designated as authorized technical representatives. This will be done in such manner as to avoid use of last names.

C. Designated technical representatives may then place Work Orders with the Contractor either verbally or in writing. Each Work Order must be within the general scope of the Task Order. The Work Orders will be numbered consecutively and this same number will apply to the confirming Work Order later written by the Technical Officer and confirmed by the Contracting Officer. Each Work Order should be noted in a simple log maintained by the technical representative.

D. Contractor will proceed with the work. Contractor will then submit in writing a summarized statement of the work, delivery schedule, and cost proposal. The cost proposal should be stated in such form as to indicate estimated labor hours and dollars, material costs, indirect cost percentages, and proposed fee or profit. The original and two (2) copies of this statement will be mailed directly to the technical representative in accordance with mailing instructions issued by that office. The statement will bear the Work Order serial number agreed upon by the technical representative.

E. The technical representative will, upon receipt of the work statement and cost proposal from the Contractor, type up the Work Order in an original and four (4) copies, attach one (1) copy of the work statement and a copy of the cost proposal* to the Work Order and forward them to the Contracting Officer. In preparing the Work Order, the technical representative will fill in the following items:

1. Return Address of Contracting Officer
2. Date Work Order is Typed
3. Name and Address of Contractor and Attention
4. Contract No.

5. Task Order No.
6. Work Order No.
7. Effective Date of Work Order
8. Amount of Fixed Fee or Fixed Price,
Contract Admin Section will insert this information.
9. Amount of Estimated Costs or Estimated Price,
Contract Admin Section will insert this information.
10. Classification of Item(s) per se.
11. Classification of Association of Sponsor.
12. Name of Contracting Officer
13. Scope of Work or Supplies and Services to be
Furnished, as applicable.
14. Pricing of Items on Schedule, if applicable.
15. Performance Period/Delivery Schedule.
16. Consignee
17. Overtime Premium Authorized, if any.

F. The Contracting Officer will, upon receipt of the Work Order from the technical representative, resolve with the Contractor any questions relative to cost, fee, or profit as well as those of a legal or contractual nature, if any. The Contracting Officer will type in the price or the fee agreed upon and the estimated cost. He will then sign, mail the Work Order to the Contractor, and make appropriate distribution of the copies.

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G. Each Work Order written under this Task Order shall not exceed ; however, Work Orders exceeding this limitation may be written provided prior approval of the Contracting Officer is obtained. Any request for such approval must include a cost breakdown and the facts of the case.

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H. The technical representatives shall not approve or authorize Government property to be acquired or furnished under a work order assignment. This limitation does not refer to property being modified or refurbished.

I. The technical representatives are responsible for certifying to the Contracting Officer receipt of the equipment or services supplied under the Work Order.

J. Work Orders are not to be used in lieu of requisitions and purchase orders for procurement of "property".

K. Work Order Task Orders are limited to the current Fiscal Year funding and should be limited to amounts which may reasonably be expected to be expended.

Contracting Officer

NOTE: * Technical representative should indicate in writing on the cost proposal his agreement or any disagreement with labor or material cost elements of the estimated cost. This information will be utilized by the Contract Administrator in resolving any questions relative to the cost or to the fee.